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PICTURE SHOP, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

PICTURE SHOP, LLC, a Delaware
limited liability company,

Plaintiff,

v.

THE SAW, INC., a California
corporation, WILLIAM “BILL”
DERONDE, an individual, and
DOES 1–10,

Defendants.

Case No. 2:23-cv-03075-SVW-MAR

Assigned for all purposes to:
District Judge Stephen V. Wilson

**STIPULATED PROTECTIVE ORDER
FOR LITIGATION INVOLVING
PATENTS, HIGHLY SENSITIVE
CONFIDENTIAL INFORMATION
AND/OR TRADE SECRETS**

Action Filed: April 24, 2023
Trial Date: March 5, 2024

1 **1. PURPOSE AND GOOD CAUSE**

2 1.1 Purpose and Limitations. Discovery in this action is likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby
6 stipulate to and petition the Court to enter the following Stipulated Protective Order.
7 The parties acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from public
9 disclosure and use extends only to the limited information or items that are entitled
10 to confidential treatment under the applicable legal principles. The parties further
11 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
12 Order does not entitle them to file confidential information under seal; Civil Local
13 Rule 79-5 sets forth the procedures that must be followed and the standards that will
14 be applied when a party seeks permission from the court to file material under seal.

15 1.2 Good Cause Statement. This action is likely to involve trade secrets,
16 customer and pricing lists and other valuable research, development, commercial,
17 financial, technical and/or proprietary information for which special protection
18 from public disclosure and from use for any purpose other than prosecution of this
19 action is warranted. Such confidential and proprietary materials and information
20 consist of, among other things, confidential business or financial information,
21 information regarding confidential business practices, or other confidential research,
22 development, or commercial information (including information implicating
23 privacy rights of third parties), information otherwise generally unavailable to the
24 public, or which may be privileged or otherwise protected from disclosure under
25 state or federal statutes, court rules, case decisions, or common law. Accordingly,
26 to expedite the flow of information, to facilitate the prompt resolution of disputes
27 over confidentiality of discovery materials, to adequately protect information the
28 parties are entitled to keep confidential, to ensure that the parties are permitted

1 reasonable necessary uses of such material in preparation for and in the conduct of
2 trial, to address their handling at the end of the litigation, and serve the ends of
3 justice, a protective order for such information is justified in this matter. It is the
4 intent of the parties that information will not be designated as confidential for
5 tactical reasons and that nothing be so designated without a good faith belief that it
6 has been maintained in a confidential, non-public manner, and there is good cause
7 why it should not be part of the public record of this case.

8 **2. DEFINITIONS**

9 2.1 Action: This pending federal lawsuit.

10 2.2 Challenging Party: a Party or Non-Party that challenges the
11 designation of information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless
13 of how it is generated, stored or maintained) or tangible things that qualify or
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
15 the Good Cause Statement.

16 2.4 Counsel (without qualifier): Outside Counsel of Record and House
17 Counsel (as well as their support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information
19 or items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless
23 of the medium or manner in which it is generated, stored, or maintained (including,
24 among other things, testimony, transcripts, and tangible things), that are produced
25 or generated in disclosures or responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
28 as an expert witness or as a consultant in this Action, (2) is not a past or current

1 employee of a Party or of a Party's competitor, and (3) at the time of retention, is
2 not anticipated to become an employee of a Party or of a Party's competitor.

3 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
4 Information or Items: extremely sensitive "Confidential Information or Items,"
5 disclosure of which to another Party or Non-Party would create a substantial risk of
6 serious harm that could not be avoided by less restrictive means.

7 2.9 House Counsel: attorneys who are employees of a party to this Action.
8 House Counsel does not include Outside Counsel of Record or any other outside
9 counsel.

10 2.10 Non-Party: any natural person, partnership, corporation, association,
11 or other legal entity not named as a Party to this Action.

12 2.11 Outside Counsel of Record: attorneys who are not employees of a party
13 to this Action but are retained to represent or advise a party to this Action and have
14 appeared in this Action on behalf of that party or are affiliated with a law firm which
15 has appeared on behalf of that party, and includes support staff.

16 2.12 Party: any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their
18 support staffs).

19 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.

21 2.14 Professional Vendors: persons or entities that provide litigation
22 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)
24 and their employees and subcontractors.

25 2.15 Protected Material: any Disclosure or Discovery Material that is
26 designated as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL –
27 ATTORNEYS' EYES ONLY."
28

1 2.16 Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 **3. SCOPE**

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 Extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties or their Counsel that might reveal Protected Material.
9 However, the protections conferred by this Stipulation and Order do not cover the
10 following information: (a) any information that is in the public domain at the time
11 of disclosure to a Receiving Party or becomes part of the public domain after its
12 disclosure to a Receiving Party as a result of publication not involving a violation
13 of this Order, including becoming part of the public record through trial or
14 otherwise; and (b) any information known to the Receiving Party prior to the
15 disclosure or obtained by the Receiving Party after the disclosure from a source who
16 obtained the information lawfully and under no obligation of confidentiality to the
17 Designating Party. Any use of Protected Material at trial shall be governed by a
18 separate agreement or order.

19 **4. DURATION**

20 Even after final disposition of this litigation, the confidentiality obligations
21 imposed by this Order shall remain in effect until a Designating Party agrees
22 otherwise in writing or a court order otherwise directs. Final disposition shall be
23 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
24 or without prejudice; and (2) final judgment herein after the completion and
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
26 including the time limits for filing any motions or applications for extension of time
27 pursuant to applicable law.
28

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restrain and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under
4 this Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. The Designating Party must designate for
6 protection only those parts of material, documents, items, or oral or written
7 communications that qualify so that other portions of the material, documents, items,
8 or communications for which protection is not warranted are not swept unjustifiably
9 within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
11 that are shown to be clearly unjustified or that have been made for an improper
12 purpose (e.g., to unnecessarily encumber the case development process or to impose
13 unnecessary expenses and burdens on other parties) may expose the Designating
14 Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that
16 it designated for protection do not qualify for protection, that Designating Party
17 must promptly notify all other Parties that it is withdrawing the inapplicable
18 designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided
20 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for
22 protection under this Order must be clearly so designated before the material is
23 disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix at a minimum, the legend
28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

1 ONLY” to each page that contains protected material. If only a portion or portions
2 of the material on a page qualifies for protection, the Producing Party also must
3 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
4 margins) and must specify, for each portion, the level of protection being asserted.

5 A Party or Non-Party that makes original documents available for inspection
6 need not designate them for protection until after the inspecting Party has indicated
7 which documents it would like copied and produced. During the inspection and
8 before the designation, all of the material made available for inspection shall be
9 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
10 inspecting Party has identified the documents it wants copied and produced, the
11 Producing Party must determine which documents, or portions thereof, qualify for
12 protection under this Order. Then, before producing the specified documents, the
13 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
15 contains Protected Material. If only a portion or portions of the material on a page
16 qualifies for protection, the Producing Party also must clearly identify the protected
17 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
18 for each portion, the level of protection being asserted.

19 (b) for testimony given in depositions or in other pretrial or trial
20 proceedings, that the Designating Party identify the Disclosure or Discovery
21 Material on the record, before the close of the deposition, hearing, or other
22 proceeding, all protected testimony and specify the level of protection being
23 asserted. When it is impractical to identify separately each portion of testimony that
24 is entitled to protection and it appears that substantial portions of the testimony may
25 qualify for protection, the Designating Party may invoke on the record (before the
26 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days
27 to identify the specific portions of the testimony as to which protection is sought
28 and to specify the level of protection being asserted. Only those portions of the

1 testimony that are appropriately designated for protection within the 21 days shall
2 be covered by the provisions of this Stipulated Protective Order. Alternatively, a
3 Designating Party may specify, at the deposition or up to 21 days afterwards if that
4 period is properly invoked, that the entire transcript shall be treated as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY.”

7 Parties shall give the other parties notice if they reasonably expect a
8 deposition, hearing or other proceeding to include Protected Material so that the
9 other parties can ensure that only authorized individuals who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
11 proceedings. The use of a document as an exhibit at a deposition shall not in any
12 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
13 – ATTORNEYS’ EYES ONLY.”

14 Transcripts containing Protected Material shall have an obvious legend
15 on the title page that the transcript contains Protected Material, and the title page
16 shall be followed by a list of all pages (including line numbers as appropriate) that
17 have been designated as Protected Material and the level of protection being
18 asserted by the Designating Party. The Designating Party shall inform the court
19 reporter of these requirements. Any transcript that is prepared before the expiration
20 of a 21-day period for designation shall be treated during that period as if it had
21 been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in
22 its entirety unless otherwise agreed. After the expiration of that period, the transcript
23 shall be treated only as actually designated.

24 (c) for information produced in some form other than documentary
25 and for any other tangible items, that the Producing Party affix in a prominent place
26 on the exterior of the container or containers in which the information is stored the
27 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
28 EYES ONLY.” If only a portion or portions of the information warrants protection,

1 the Producing Party, to the extent practicable, shall identify the protected portion(s)
 2 and specify the level of protection being asserted.

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 4 failure to designate qualified information or items does not, standing alone, waive
 5 the Designating Party's right to secure protection under this Order for such material.
 6 Upon timely correction of a designation, the Receiving Party must make reasonable
 7 efforts to assure that the material is treated in accordance with the provisions of this
 8 Order.

9 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 11 designation of confidentiality at any time. Unless a prompt challenge to a
 12 Designating Party's confidentiality designation is necessary to avoid foreseeable,
 13 substantial unfairness, unnecessary economic burdens, or a significant disruption or
 14 delay of the litigation, a Party does not waive its right to challenge a confidentiality
 15 designation by electing not to mount a challenge promptly after the original
 16 designation is disclosed.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 18 resolution process by providing written notice of each designation it is challenging
 19 and describing the basis for each challenge. To avoid ambiguity as to whether a
 20 challenge has been made, the written notice must recite that the challenge to
 21 confidentiality is being made in accordance with this specific paragraph of the
 22 Protective Order. The parties shall attempt to resolve each challenge in good faith
 23 and must begin the process by conferring directly (in voice to voice dialogue; other
 24 forms of communication are not sufficient) within 14 days of the date of service of
 25 notice. In conferring, the Challenging Party must explain the basis for its belief that
 26 the confidentiality designation was not proper and must give the Designating Party
 27 an opportunity to review the designated material, to reconsider the circumstances,
 28 and, if no change in designation is offered, to explain the basis for the chosen

1 designation. A Challenging Party may proceed to the next stage of the challenge
2 process only if it has engaged in this meet and confer process first or establishes
3 that the Designating Party is unwilling to participate in the meet and confer process
4 in a timely manner.

5 6.3 Judicial Intervention. If the Parties cannot resolve a challenge
6 without court intervention, the Designating Party shall file and serve a motion to
7 retain confidentiality under Civil Local Rule 7 (and in compliance with Civil Local
8 Rule 79-5, if applicable) within 21 days of the initial notice of challenge or within
9 14 days of the parties agreeing that the meet and confer process will not resolve
10 their dispute, whichever is earlier.¹ Each such motion must be accompanied by a
11 competent declaration affirming that the movant has complied with the meet and
12 confer requirements imposed in the preceding paragraph. Failure by the
13 Designating Party to make such a motion including the required declaration within
14 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
15 designation for each challenged designation. In addition, the Challenging Party may
16 file a motion challenging a confidentiality designation at any time if there is good
17 cause for doing so, including a challenge to the designation of a deposition
18 transcript or any portions thereof. Any motion brought pursuant to this provision
19 must be accompanied by a competent declaration affirming that the movant has
20 complied with the meet and confer requirements imposed by the preceding
21 paragraph.

22 The burden of persuasion in any such challenge proceeding shall be on the
23 Designating Party. Frivolous challenges, and those made for an improper purpose
24 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
25 expose the Challenging Party to sanctions. Unless the Designating Party has waived
26 or withdrawn the confidentiality designation, all parties shall continue to afford the

27
28 ¹ Alternative: It may be appropriate in certain circumstances for the parties to agree to shift the burden to move on the Challenging Party after a certain number of challenges are made to avoid an abuse of the process. The burden of persuasion would remain on the Designating Party.

1 material in question the level of protection to which it is entitled under the
 2 Producing Party's designation until the Court rules on the challenge.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 5 disclosed or produced by another Party or by a Non-Party in connection with this
 6 Action only for prosecuting, defending, or attempting to settle this Action. Such
 7 Protected Material may be disclosed only to the categories of persons and under the
 8 conditions described in this Order. When the Action has been terminated, a
 9 Receiving Party must comply with the provisions of section 13 below (FINAL
 10 DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
 12 location and in a secure manner² that ensures that access is limited to the persons
 13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 15 otherwise ordered by the court or permitted in writing by the Designating Party, a
 16 Receiving Party may disclose any information or item designated
 17 "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as
 19 well as employees of said Outside Counsel of Record to whom it is reasonably
 20 necessary to disclose the information for this Action and who have signed the
 21 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
 22 A;

23 (b) the officers, directors, and employees (including House Counsel)
 24 of the Receiving Party to whom disclosure is reasonably necessary for this Action
 25 and who have signed the "Acknowledgment and Agreement to Be Bound" that is
 26 attached hereto as Exhibit A;

27
 28 ² It may be appropriate under certain circumstances to require the Receiving Party to store any electronic Protected Material in password-protected form.

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” attached hereto as Exhibit A;

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” attached hereto as Exhibit A, **unless otherwise agreed by the Designating Party or ordered by the court.** Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

7.3 **Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items.** Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record and House Counsel in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(c) the court and its personnel;

(d) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A; and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.³

³ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued.

1 If the Designating Party timely seeks a protective order, the Party
2 served with the subpoena or court order shall not produce any information
3 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
5 subpoena or order issued, unless the Party has obtained the Designating Party’s
6 permission. The Designating Party shall bear the burden and expense of seeking
7 protection in that court of its confidential material and nothing in these provisions
8 should be construed as authorizing or encouraging a Receiving Party in this Action
9 to disobey a lawful directive from another court.

10 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
11 **PRODUCED IN THIS LITIGATION**

12 The terms of this Order are applicable to information produced by a Non-
13 Party in this Action and designated as “CONFIDENTIAL” or “HIGH
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced
15 by Non-Parties in connection with this litigation is protected by the remedies and
16 relief provided by this Order. Nothing in these provisions should be construed as
17 prohibiting a Non-Party from seeking additional protections.

18 In the event that a Party is required, by a valid discovery request, to produce
19 a Non-Party’s confidential information in its possession, and the Party is subject to
20 an agreement with the Non-Party not to produce the Non-Party’s confidential
21 information, then the Party shall:

22 (a) promptly notify in writing the Requesting Party and the Non-Party
23 that some or all of the information requested is subject to a confidentiality
24 agreement with a Non-Party;

25 (b) promptly provide the Non-Party with a copy of the Stipulated
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably
27 specific description of the information requested; and
28

1 (c) make the information requested available for inspection by the
2 Non-Party, if requested.

3 If the Non-Party fails to seek a protective order from this court within 14 days
4 of receiving the notice and accompanying information, the Receiving Party may
5 produce the Non-Party's confidential information responsive to the discovery
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
7 not produce any information in its possession or control that is subject to the
8 confidentiality agreement with the Non-Party before a determination by the court.
9 Absent a court order to the contrary, the Non-Party shall bear the burden and
10 expense of seeking protection in this court of its Protected Material.

11 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12 If a Receiving Party learns that, by inadvertence or otherwise, it has
13 disclosed Protected Material to any person or in any circumstance not authorized
14 under this Stipulated Protective Order, the Receiving Party must immediately
15 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use
16 its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
17 inform the person or persons to whom unauthorized disclosures were made of all
18 the terms of this Order, and (d) request such person or persons to execute the
19 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
20 A.

21 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
22 **OTHERWISE PROTECTED MATERIAL**

23 When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other protection,
25 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
26 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
27 procedure may be established in an e-discovery order that provides for production
28 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),

1 insofar as the parties reach an agreement on the effect of disclosure of a
2 communication or information covered by the attorney-client privilege or work
3 product protection, the parties may incorporate their agreement in the stipulated
4 protective order submitted to the court.

5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of
7 any person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of
9 this Protective Order no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in this
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3 Filing Protected Material.

14 Without written permission from the Designating Party or a court order
15 secured after appropriate notice to all interested persons, a Party may not file in
16 the public record in this action any Protected Material. A Party that seeks to
17 file under seal any Protected Material must comply with Civil Local Rule 79-5.
18 Protected Material may only be filed under seal pursuant to a court order authorizing
19 the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule
20 79-5, a sealing order will issue only upon a request establishing that the Protected
21 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
22 protection under the law. If a Receiving Party's request to file Protected Material
23 under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the
24 Receiving Party may file the Protected Material in the public record pursuant to
25 Civil Local Rule 79-5 unless otherwise instructed by the court.

26 **13. FINAL DISPOSITION**

27 Upon written request, within 60 days after the final disposition of this Action,
28 as defined in paragraph 4, each Receiving Party must return all Protected Material

1 to the Producing Party or destroy such material. As used in this subdivision, “all
2 Protected Material” includes all copies, abstracts, compilations, summaries, and any
3 other format reproducing or capturing any of the Protected Material. Whether the
4 Protected Material is returned or destroyed, the Receiving Party must submit a
5 written certification to the Producing Party (and, if not the same person or entity, to
6 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
7 appropriate) all the Protected Material that was returned or destroyed and
8 (2) affirms that the Receiving Party has not retained any copies, abstracts,
9 compilations, summaries or any other format reproducing or capturing any of the
10 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
11 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
12 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
13 reports, attorney work product, and consultant and expert work product, even if
14 such materials contain Protected Material. Any such archival copies that contain or
15 constitute Protected Material remain subject to this Protective Order as set forth in
16 Section 4 (DURATION).

17 **14. VIOLATION OF THIS ORDER**

18 Any violation of this Order may be punished by any and all appropriate
19 measures including, without limitation, contempt proceedings and/or monetary
20 sanctions.

21
22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

23
24 Pursuant to Local Rule 5-4.3.4(2), all other signatories listed, and on whose
25 behalf the filing is submitted, concur in the filing’s content and have authorized
26 the filing.

1 DATED: November 20, 2023

2
3 /s/ Alfredo W. Amoedo
4 Alfredo W. Amoedo
5 Attorneys for Plaintiff Picture Shop, LLC

6 DATED: November 20, 2023

7
8 /s/ Catherine Roland
9 Catherine Roland
10 Attorneys for Defendants The Saw, Inc. and William “Bill” DeRonde

11 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

12 DATED: 12/4/23

13 
14

15 Margo A. Rocconi
16 United States Magistrate Judge
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 [print or type full address], declare under penalty of perjury that I have read in its
 entirety and understand the Stipulated Protective Order that was issued by the
 United States District Court for the Central District of California on [date] in the
 case of *Picture Shop, LLC v. The Saw Inc., et al.*, case no.: 2:23-cv-03075-SVW-
 MAR. I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is subject
 to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this
 action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____